

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED,)	
a Delaware corporation; and)	
QUALCOMM TECHNOLOGIES, INC.,)	
a Delaware corporation,)	
)	C.A. No. 24-490 (MN)
Plaintiffs,)	
)	
v.)	
)	
ARM HOLDINGS PLC., f/k/a ARM LTD.,)	
a U.K. corporation,)	REDACTED PUBLIC VERSION
)	
Defendant.)	

**PLAINTIFFS' CONCISE STATEMENT OF FACTS IN OPPOSITION TO
DEFENDANT'S MOTION FOR SUMMARY JUDGMENT
ON QUALCOMM'S UCL CLAIM (COUNT VI)**

OF COUNSEL:

Karen L. Dunn
William A. Isaacson
Erin J. Morgan
Melissa F. Zappala
Jenifer N. Hartley
DUNN ISAACSON RHEE LLP
401 Ninth Street NW
Washington, DC 20004
(202) 240-2900

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Jennifer Ying (#5550)
Travis Murray (#6882)
Ben Yenerall (#7132)
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
(302) 658-9200
jying@morrisnichols.com
tmurray@morrisnichols.com
byenerall@morrisnichols.com

Catherine Nyarady
Anish Desai
Jacob A. Braly
S. Conrad Scott
Jacob Apkon
PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019-6064
(212) 373-3000

Attorneys for Plaintiffs

Adam L. Basner
Eric C. Westerhold
PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
2001 K Street, NW
Washington, DC 20006-1047
(202) 223-7300

Gregg Stephenson
PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
535 Mission Street, 25th Floor
San Francisco, CA 94105
(628) 432-5100

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I. THE QUALCOMM-ARM CONSUMER RELATIONSHIP

1. Arm identified Qualcomm in recent SEC filings as “a major customer of ours.” D.I. 444 Ex. 3 at 29, Ex. 4 at 28. Qualcomm’s payments to Arm accounted for 10% of Arm’s total revenue in the 2024 and 2025 fiscal years. *Id.*

2. Qualcomm paid Arm more than [REDACTED] million in royalties under the TLA and ALA in 2023, more than [REDACTED] million in 2024, and more than [REDACTED] million in just the first quarter of 2025. D.I. 428 Ex. 4 at Schedule 2.1; *see also* D.I. 426 ¶ 3 (Arm SOF stating same).

3. Arm’s witnesses have described Qualcomm as a “partner,” and Arm “Partner Manager” Jeff Fonseca testified [REDACTED]
[REDACTED]. Ex. 63 at 14:1-14 (Fonseca); Ex. 51 at 10:23-11:6 (Abbey).

4. Arm’s CEO [REDACTED]. Ex. 88 at 241:11-13 (Haas) (“[REDACTED]
[REDACTED].”); Ex. 89 at 22:11-13 (Haas 2023). Other Arm witnesses agree [REDACTED]. Ex. 90 at 88:16-19 (Williamson); Ex. 94 at 31:23-32:10 (Greenhalgh).

II. ARM’S UNFAIR OR UNLAWFUL CONDUCT & ITS CONTINUING THREAT TO QUALCOMM

5. Qualcomm’s UCL claim is premised on “a number of” Arm’s actions, including

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]. Ex. 87 at 28:24-30:21 (Chaplin).¹

6. Arm's CEO Rene Haas has [REDACTED]
[REDACTED]. Ex. 95 at -085 ("[REDACTED]
[REDACTED]"), *id.* at -088
("[REDACTED]"); Ex. 96 at -125 ("[REDACTED]
[REDACTED]"); *see also* Ex. 97 at -061 ("[REDACTED]
[REDACTED]").

7. Qualcomm first [REDACTED]
[REDACTED]. Ex. 98 at -567-68. As of November 7, 2025, Arm still [REDACTED]
[REDACTED]. *See* Ex. 99.

8. Arm has [REDACTED]
[REDACTED]. Ex. 88 at 156:23-157:1 (Haas); Ex. 51 at 26:4-13, 28:2-
8 (Abbey). [REDACTED]. *Id.* at 21:7-10 (Abbey).

9. Arm did not seek termination of the Qualcomm ALA as a remedy in the Arm
Action. Ex. 70. Arm's CEO testified that [REDACTED]
[REDACTED]
[REDACTED]. Ex. 88 at 100:2-9,
106:19-108:4 (Haas). Arm's General Counsel similarly testified: "[REDACTED]
[REDACTED]." Ex. 100 at 78:8-16 (Collins).

10. Arm [REDACTED] Qualcomm's annual

¹ Additional details of this conduct and its effects are described in Sections II, III, and IV are described in Qualcomm's Concise Statement of Facts in Opposition to Arm's Motion for Summary Judgment on its Tortious Interference and Breach of the Implied Covenant claims.

² With respect to [REDACTED] agreement, Morris Nichols represents Qualcomm.

SnapDragon Summit, at which Qualcomm unveils new products. Ex. 101 at 108:15-109:14 (Badani); *see also* Ex. 88 at 99:22-100:1 (Haas); Ex. 102 at 18:20-19:6 (Siegel).

11. [REDACTED]

[REDACTED]. Ex. 100 at 81:4-16 (Collins); Ex. 101 at 39:5-15 (Badani); Ex. 102 at 59:24-61:6 (Siegel). [REDACTED]
[REDACTED]. Ex. 103 at 87:16-22 (Kranhold); *see also* D.I. 421 ¶ 3.

12. Mr. King’s Bloomberg article stated: “Arm Holdings Plc is canceling a license that allowed longtime partner Qualcomm Inc. to use Arm intellectual property to design chips, escalating a legal dispute.” D.I. 423 Ex. 7. [REDACTED]
[REDACTED]
[REDACTED] Ex. 103 at 107:22-109:7, 114:19-115:5, 117:12-118:15, 118:21-119:23 (Kranhold).

13. According to notes from an [REDACTED] meeting of [REDACTED]
[REDACTED]. Ex. 104 at -645. [REDACTED]
[REDACTED]
[REDACTED] *Id.*

14. When asked “if confidential information was shared externally [REDACTED]
[REDACTED], would that concern you,” Arm’s CEO testified “[REDACTED]
[REDACTED].” Ex. 88 at 121:6-9 (Haas); *see also id.* at 121:10-15.

15. Arm sent letters to Qualcomm’s customers purporting to explain Qualcomm’s rights “under the relevant agreement” that Arm’s own CEO [REDACTED]
[REDACTED] Ex. 68 at 326:4-328:25.

16. The parties' TLA [REDACTED]

[REDACTED]

[REDACTED]

17. Qualcomm's SVP and General Manager Ziad Asghar testified that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. 3 at 88:10-

89:25, 93:25-97:4 (Asghar).

18. When Qualcomm [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]. *Compare* Ex. 107 with D.I. 429 Ex. 27.

19. Qualcomm's operative complaint seeks injunctive relief against Arm's unfair business practices "aimed at obstructing Qualcomm's ability to develop and sell chips." D.I. 137 (SAC) at Prayer for Relief ¶ D. Qualcomm explained in discovery that "legal remedies that do not require Arm to comply with its contractual obligations . . . are insufficient because they would not preclude Arm's anti-competitive efforts to impair Qualcomm's current and future ability to conduct its business." Ex. 62 at 57. Arm also took testimony regarding Qualcomm's requests for injunctive relief. *See* Ex. 87 at 167:13-22 (Chaplin) ([REDACTED])
[REDACTED]
[REDACTED]).

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Jennifer Ying

OF COUNSEL:

Karen L. Dunn
William A. Isaacson
Erin J. Morgan
Melissa F. Zappala
Jenifer N. Hartley
DUNN ISAACSON RHEE LLP
401 Ninth Street NW
Washington, DC 20004
(202) 240-2900

Catherine Nyarady
Anish Desai
Jacob A. Braly
S. Conrad Scott
Jacob Apkon
Flint A. Patterson
PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019-6064
(212) 373-3000

Adam L. Basner
Eric C. Westerhold
PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
2001 K Street, NW
Washington, DC 20006-1047
(202) 223-7300

Gregg Stephenson
PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
535 Mission Street, 25th Floor
San Francisco, CA 94105
(628) 432-5100

November 7, 2025

Jennifer Ying (#5550)
Travis Murray (#6882)
Ben Yenerall (#7132)
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
(302) 658-9200
jying@morrisnichols.com
tmurray@morrisnichols.com
byenerall@morrisnichols.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on November 7, 2025, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on November 7, 2025, upon the following in the manner indicated:

Anne Shea Gaza, Esquire
Robert M. Vrana, Esquire
Daniel G. Mackrides, Esquire
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
Attorneys for Defendant

VIA ELECTRONIC MAIL

Scott F. Llewellyn, Esquire
MORRISON & FOERSTER LLP
4200 Republic Plaza
370 Seventeenth Street
Denver, CO 80202
Attorneys for Defendant

VIA ELECTRONIC MAIL

Nicholas R. Fung, Esquire
Henry Huttinger, Esquire
Sydney D. Gaskins, Esquire
MORRISON & FOERSTER LLP
707 Wilshire Blvd., Suite 6000
Los Angeles, CA 90017
Attorneys for Defendant

VIA ELECTRONIC MAIL

Kyle W.K. Mooney, Esquire
Alexandra Corrinne Hottenrott, Esquire
MORRISON & FOERSTER LLP
250 West 55th Street
New York, NY 10019
Attorneys for Defendant

VIA ELECTRONIC MAIL

Erik J. Olson, Esquire
MORRISON & FOERSTER LLP
755 Page Mill Road
Palo Alto, CA 94304
Attorneys for Defendant

VIA ELECTRONIC MAIL

Daniel P. Muino, Esquire
MORRISON & FOERSTER LLP
2100 L Street, NW, Suite 900
Washington, DC 20037
Attorneys for Defendant

VIA ELECTRONIC MAIL

Brian M. Kramer, Esquire
MORRISON & FOERSTER LLP
12531 High Bluff Drive, Suite 200
San Diego, CA 92130
Attorneys for Defendant

VIA ELECTRONIC MAIL

William Frentzen, Esquire
Daralyn J. Durie, Esquire
Shaelyn Dawson, Esquire
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, CA 94105
Attorneys for Defendant

VIA ELECTRONIC MAIL

Lydia B. Cash, Esquire
MORRISON & FOERSTER LLP
300 Colorado Street, Suite 1800
Austin, TX 78701
Attorneys for Defendant

VIA ELECTRONIC MAIL

Gregg F. LoCascio, P.C.
Jason M. Wilcox, P.C.
Meredith Pohl, Esquire
Matthew J. McIntee, Esquire
KIRKLAND & ELLIS LLP
1301 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Attorneys for Defendant

VIA ELECTRONIC MAIL

Jay Emerick, Esquire
Adam M. Janes, Esquire
Reid McEllrath, Esquire
KIRKLAND & ELLIS LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attorneys for Defendant

VIA ELECTRONIC MAIL

Peter Evangelatos, Esquire
Nathaniel Louis DeLucia, Esquire
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022
Attorneys for Defendant

VIA ELECTRONIC MAIL

/s/ Jennifer Ying

Jennifer Ying (#5550)